

Exhibit 22

grievance or arbitration proceeding arising out of or under any collective bargaining agreement is so pending against the Company or any of its Subsidiaries or, to any Borrower's Knowledge, threatened against any of them, (ii) no strike, labor dispute, slowdown or stoppage pending against the Company or any of its Subsidiaries or, to any Borrower's Knowledge, threatened against the Company or any of its Subsidiaries and (iii) no union representation question in existence with respect to the employees of the Company or any of its Subsidiaries, except (with respect to any matter specified in clause (i), (ii) or (iii) above, either individually or in the aggregate) such as could not reasonably be expected to have a Material Adverse Effect.

SECTION 3.16. INDEBTEDNESS. Schedule 3.16 sets forth a true and complete list of all Indebtedness (including Guarantees) of the Company and its Subsidiaries as of the Effective Date (and after giving effect thereto), in each case showing the aggregate principal amount thereof as of the Effective Date and the name of the respective borrower and lender and any Borrower or any of its Subsidiaries which directly or indirectly guarantees such debt.

SECTION 3.17. INSURANCE. Schedule 3.17 sets forth a true and complete listing of all insurance maintained by the Company and its Subsidiaries as of the Effective Date, with the amounts insured (and any deductibles) set forth therein.

SECTION 3.18. LEGAL NAMES; TYPE OF ORGANIZATION (AND WHETHER A REGISTERED ORGANIZATION); JURISDICTION OF ORGANIZATION; ETC. Schedule 3.18 attached hereto (as of the Effective Date or, if later, the date of the most recent update to such Schedule pursuant to Section 5.01(g) or 6.11) contains for each Borrower (i) the exact legal name of such Borrower, (ii) the type of organization of such Borrower, (iii) whether or not such Borrower is a registered organization, (iv) the jurisdiction of organization of such Borrower, (v) such Borrower's Location and (vi) the organizational identification number (if any) of such Borrower. To the extent that any Borrower does not have an organizational identification number on the date hereof and later obtains one, such Borrower shall promptly thereafter notify the Collateral Agent of such organizational identification number and shall take all actions reasonably satisfactory to the Collateral Agent to the extent necessary to maintain the security interest of the Collateral Agent in the Collateral intended to be granted pursuant to this Agreement and the Security Documents fully perfected and in full force and effect.

SECTION 3.19. PATENTS, LICENCES, FRANCHISES AND FORMULAS. Except as could not reasonably be expected to result in a Material Adverse Effect, each of the Company and each of its Subsidiaries owns or has the right to use all the patents, trademarks, permits, service marks, trade names, domain names, copyrights, licenses, franchises, proprietary information (including but not limited to rights in computer programs and databases) and formulas, or rights with respect to the foregoing, and has obtained assignments of all leases and other rights of whatever nature, necessary for the present conduct of its business, without any known conflict with the rights of others.

SECTION 3.20. ACCOUNTS. The only checking, savings, deposit, securities and other accounts at any bank or other financial institution where cash or Temporary Cash Investments are deposited or maintained by the Borrowers are the Concentration Account, the Collection Accounts set forth on Schedule 3.20(a), the Disbursement Accounts set forth on Schedule 3.20(b), any such account constituting Trust Property set forth on Schedule 3.20(c),